

**VILLAGE OF MANORHAVEN
BOARD OF TRUSTEES
JUNE 29, 2022 – 6:30 P.M.
PUBLIC HEARING**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ATTENDANCE:

LOCAL LAWS:

**INC. VILLAGE OF MANORHAVEN
BOARD OF TRUSTEES
PROPOSED LOCAL LAW 1 of 2022**

A Local Law Amending Chapter 132 (“Streets and Sidewalks”)

BE IT RESOLVED that section 132-1 subsection (B) of the Code of the Inc. Village of Manorhaven shall be repealed and replaced with the following:

CHAPTER 132. STREETS AND SIDEWALKS

ARTICLE I. Excavations, Curb Cuts and Driveways.

§ 132-1. Street openings and curb cuts.

B. On notification by the Village, full compliance with all specifications attached to the permit and replacement of the temporary closing with permanent pavement shall be required at the sole expense of the permit holder. Notwithstanding the above, all restoration of utility cuts or road openings on any Village road or street shall include curb-to-curb resurfacing in a strip that is at least ten (10) feet wide on both sides of the road opening area required to be disturbed.

BE IT FURTHER RESOLVED, that the provisions of this local law shall take effect upon filing with the Secretary of State.

ADJOURNMENT:

Manorhaven, NY
Joanie Corbo Hanna., Village Clerk-Treasurer
June 29, 2022

**VILLAGE OF MANORHAVEN
BOARD OF TRUSTEES
REGULAR MEETING
JUNE 29, 2022
AGENDA**

CALL TO ORDER:

REPORTS:

- Justice Court
- Building Department
- Police Department

MINUTES:

Draft Minutes of the May 25th BOT Meeting

ABSTRACT OF CLAIMS:

- General Fund 5/24/2022 through 6/29/2022
- Trust Fund 5/24/2022 through 6/29/2022
- Check #11812 – Holdover Payment regarding Posillico Paving Work

RESOLUTIONS:

RESOLUTION NO. 32 - 2022
A RESOLUTION ENGAGING A PROFESSIONAL ENGINEERING FIRM

WHEREAS, the Inc. Village of Manorhaven is undertaking a certain public works project to remediate the slope failure at the north end of the Village along its border with the Village of Sands Point (“Slope Failure Remediation”); and

WHEREAS, the Village requires the services of a professional engineering firm in order to provide services on behalf of the Village, including the preparation of report detailing the likely causes of said slope failure, a plan for remediation of the condition and stabilization of the slope, a geotechnical investigation, and topographic survey; and

WHEREAS, the Village Engineer, Cameron Engineering & Associates, L.L.P., having an office at 177 Crossways Park Drive, Woodbury, New York 11797, has submitted a proposal for providing such engineering services in a letter dated May 24, 2022;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Village Clerk-Treasurer, the proposal of Cameron Engineering & Associates, L.L.P., be and hereby is accepted; and,

BE IT FURTHER RESOLVED, that the Mayor or his designee be and hereby is authorized to execute such documents as may be necessary and appropriate to effectuate such engagement and the terms of this Resolution; and

BE IT FURTHER RESOLVED, that the provisions of this resolution shall take effect immediately.

RESOLUTION NO. 33-2022
A RESOLUTION DIRECTING THE VILLAGE CLERK-TREASURER TO AUTHORIZE NOTICE AND ACCEPTANCE OF SEALED BIDS FOR THE SANITARY PUMP STATION EMERGENCY GENERATOR PROJECT

WHEREAS, the Board of Trustees has determined that the Village of Manorhaven is ready to proceed with significant public works to repair and upgrade the emergency generator at the pump station for the sanitary sewer system (the “Sanitary Pump Station Emergency Generator Project”); and

BE IT RESOLVED that the Village Clerk-Treasurer is hereby authorized and directed to solicit and receive sealed bids for the Sanitary Sewer Rehabilitation Project in accordance with the terms of this resolution and the requirements of General Municipal Law § 103; and

BE IT FURTHER RESOLVED that the Board of Trustees will receive sealed bids for this Project at the Village Hall, 33 Manorhaven Boulevard, Port Washington, NY 11050, until Tuesday, August 11, 2022 at 11:00 a.m., at which time they will be publicly opened and read with a contract to be awarded as soon thereafter as practicable; and

BE IT FURTHER RESOLVED that:

- a. all bids shall be in accordance with the specifications, drawings, and terms of the proposed contracts; and
- b. no bids shall be received unless in writing on forms furnished by the Village and unless accompanied by a certified check or bid bond made payable to the Village of Manorhaven in an amount not less than five percent (5%) of the base bid; and
- c. the Board of Trustees reserves the right to reject any or all bids and to waive any informality therein; and
- d. the Village will not accept bids from, or award contracts to, anyone who cannot prove to the complete satisfaction of the Board of Trustees that he/she has sufficient experience in this type of work and is financially able and organized to successfully carry out the work required in the specific time period; and
- e. plans and specifications will be available and may be obtained at the Village Hall, 33 Manorhaven Blvd, Port Washington, NY, starting June 30, 2022 and thereafter, during normal Village business hours; and
- f. a non-refundable fee of \$100.00 is required for each CD of the contract documents; and
- g. the Village Clerk-Treasurer is directed to post and publish this information in Manorhaven’s designated locations and local newspapers effective immediately.

RESOLUTION NO. 34-2022
A RESOLUTION APPROVING A TREE REMOVAL PERMIT

WHEREAS, the Village has received an application for a tree removal permit with respect to four trees located at the property known as 165 Manorhaven Boulevard within the Village (the “Premises”), including two trees located between the street and sidewalk thereof (the “Street Trees”); and

WHEREAS, notice to the public of the consideration of this application has been made both by Board resolution and by the mailings required under section 143-7(B) of the Code;

NOW, THEREFORE, BE IT RESOLVED, that said application is hereby approved; and

BE IT FURTHER RESOLVED, that the provisions of this resolution shall take effect immediately.

REMAINING TREE PERMITS:

DISCUSSION ON TOWN INTERMUNICIPAL AGREEMENT:

PUBLIC COMMENT:

UPCOMING MEETINGS AND EVENTS:

Monday – July 4th Village Office Closed: Happy Fourth of July
Wednesday – July 6th Annual Organizational Meeting

ADJOURNMENT:

Manorhaven, NY
Joanie Corbo Hanna., Village Clerk-Treasurer
June 29, 2022

**Incorporated Village of Manorhaven
Justice Court**

**PURSUANT TO THE REQUEST OF
THE MAYOR AND BOARD OF TRUSTEES**

JUSTICE COURT CLERK'S REPORT

COLLECTED FINES FOR THE MONTH OF

MAY 2022

PARKING TICKETS		MOVING/CODE/APPEARANCE TICKETS	
Fines collected:	\$8,460.00	Fines collected:	\$12,305.00
Less FBS fee:	\$1,641.00	Less State surcharges:	\$168.00
Total Net:	\$6,819.00	Total Net:	\$12,137.00

Total GROSS:	\$ 20,765.00
Less Surcharge/*FBS fee	\$ 1,809.00
TOTAL NET:	<u>\$ 18,956.00</u>

* Parking Tickets: FBS Service Fee

**Incorporated Village of Manorhaven
Justice Court**

**PURSUANT TO THE REQUEST OF
THE MAYOR AND BOARD OF TRUSTEES
JUSTICE COURT CLERK'S
Summary of Total Collected Paid Fines**

For the Month of May 2022

101	Parking Tickets Paid	\$8,460.00
11	Moving Violations Paid	\$1,350.00
28	Code Violations Paid	\$10,955.00
TOTAL:		<u>\$20,765.00</u>

JUNE 2020 - MAY 2021

June 2020	\$5,200.00
July 2020	\$14,540.00
August 2020	\$18,858.00
September 2020	\$16,707.00
October 2020	\$21,211.00
November 2020	\$14,888.00
December 2020	\$10,640.00
January 2021	\$28,895.00
February 2021	\$26,849.00
March 2021	\$36,301.00
April 2021	\$15,861.00
May 2021	<u>\$26,654.00</u>

TOTAL AMOUNT \$209,950.00

JUNE 2021 - MAY 2022

June 2021	\$20,541.00
July 2021	\$18,030.00
August 2021	\$17,175.00
September 2021	\$17,018.00
October 2021	\$22,687.00
November 2021	\$16,163.00
December 2021	\$9,800.00
January 2022	\$22,970.00
February 2022	\$22,755.00
March 2022	\$20,073.00
April 2022	\$12,819.00
May 2022	\$20,765.00

TOTAL AMOUNT \$200,031.00

**Inc. Village of Manorhaven
Justice Court Clerk's Report**

**PURSUANT TO THE REQUEST OF THE
MAYOR AND BOARD OF TRUSTEES**

STOP SIGN TICKETS ADJUDICATED

COURT DATE: May 24, 2022

Ticket No:	Date Issued	Time Issued	Location:
J250F5VTPK	2/28/2022	12:22PM	Manorhaven Blvd./Cottonwood Rd
K136F85079	3/21/2022	7:33PM	Manorhaven Blvd./Cottonwood Rd

CODE TICKET SUMMARY REPORT FOR MAY 2022

A		B		C		D		E		F		J		K														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
SITE #		DEFENDANT		CITED		CODE SECTION		VIOLATION		DISPOSITION		MAXIMUM		PAID														
10528	WANG	2/6/2022	99-1C	DEBRIS ACCUMULATING	Dismissed	\$1,000	DISMISSED																					
10531	YIN	2/7/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$75 Fine	\$75	PAID																					
10550	CREATIVE LANDSCAPING	2/14/2022	147-22	COMMERCIAL VEHICLE	\$120 Fine	\$120	PAID																					
10557	GUILLERMO	2/24/2022	155-43B	COMMERCIAL VEHICLE	\$60 Fine	\$120	PAID																					
10581	PALERMO GROUP CORP.	3/7/2022	155-53 F1A	NO SIGN PERMIT	\$250 Fine	\$1,000	PAID																					
10595	MBM CONTINENTAL PROPERTIES	3/21/2022	155-43B	COMMERCIAL VEHICLE	\$120 Fine	\$120	PENDING																					
10598	AUQUILLA	3/18/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$75 Fine	\$75	PAID																					
10603	ZARABI	3/24/2022	118-1	IMPROPER GARBAGE DISPOSAL	Dismissed	\$75	DISMISSED																					
10605	BUILDMORE BLVD. CORP.	3/25/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$75 Fine	\$75	PAID																					
10615	MBM CONTINENTAL PROPERTIES	3/28/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$75 Fine	\$75	PENDING																					
10616	MBM CONTINENTAL PROPERTIES	3/27/2022	155-43B	COMMERCIAL VEHICLE	\$120 Fine	\$120	PENDING																					
10633	FERNANDEZ	4/4/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$100 Fine	\$100	PAID																					
10639	ZHUO	4/5/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$100 Fine	\$100	PAID																					
10640	MBM CONTINENTAL PROPERTIES	4/5/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$150 Fine	\$150	PAID																					
10642	MBM CONTINENTAL PROPERTIES	4/5/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$100 Fine	\$100	PAID																					
10650	MR KOLITSOPOULOS	4/7/2022	120-3	NO RENTAL PERMIT	Dismissed		DISMISSED																					
10651	MR KOLITSOPOULOS	4/7/2022	120-3	NO RENTAL PERMIT	Dismissed		DISMISSED																					
10655	BURGOS	4/11/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$75 Fine	\$75	PAID																					
10656	JAFFE	4/11/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$50 Fine	\$75	PAID																					
10657	CORONEL PARRA	4/11/2022	147-22	COMMERCIAL VEHICLE	\$120 Fine	\$120	PAID																					
10658	RONG	4/10/2022	146-1	CAR MAINTENANCE ON STREET	\$200 Fine		PENDING																					
10659	RONG	3/31/2022	146-1	CAR MAINTENANCE ON STREET	\$200 Fine		PENDING																					
10663	MBM CONTINENTAL PROPERTIES	4/11/2022	38-4	NO BUILDING PERMIT	Dismissed	\$200	DISMISSED																					
10664	MBM CONTINENTAL PROPERTIES	4/11/2022	155-103	ILLEGAL OCCUPANCY	\$3,500 Fine	\$3,500	PAID																					
10665	MBM CONTINENTAL PROPERTIES	4/11/2022	38-4	NO BUILDING PERMIT	Dismissed	\$200	DISMISSED																					
10666	MBM CONTINENTAL PROPERTIES	4/11/2022	155-103	ILLEGAL OCCUPANCY	\$3,500 Fine	\$3,500	PAID																					
10075	VIRJI	5/4/2022	118-1	IMPROPER GARBAGE DISPOSAL	\$75 Fine	\$75	PAID																					

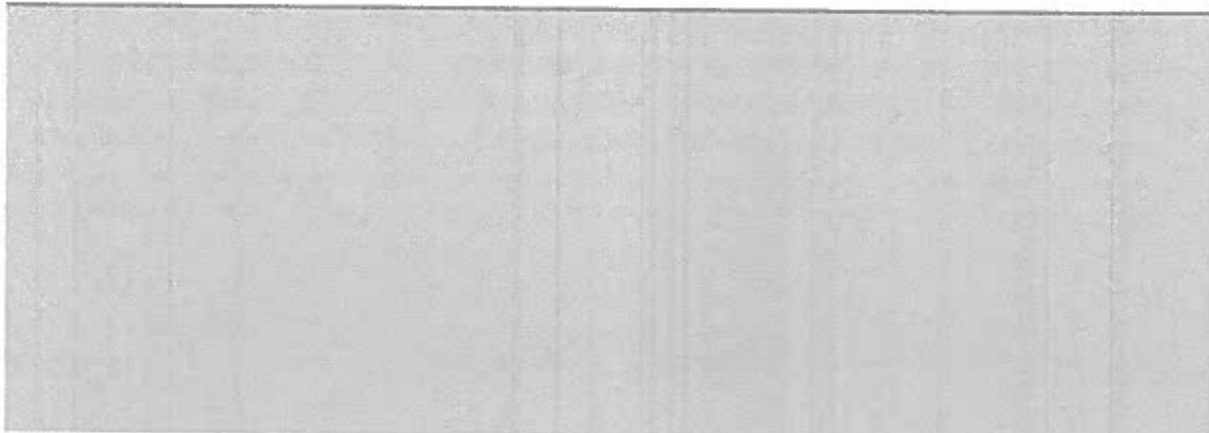
MOVING VIOLATION DISPOSITION REPORT
FOR COURT NIGHT
MAY 2022

CASE	VIOLATION	REDUCED TO	DISPO	FINE	S/C	TOTAL
1	Front Windshield Non/Transparent	Jaywalking	PG	\$150.00	\$0.00	\$150.00
	Front Windshield Non/Transparent	Jaywalking	PG	\$150.00	\$0.00	\$150.00
2	Unlicensed	Jaywalking	PG	\$150.00	\$0.00	\$150.00
	Failed To Stop School Bus	Following Too Close	PG	\$150.00	\$93.00	\$243.00
3	Front Windshield Non/Transparent	Jaywalking	PG	\$100.00	\$0.00	\$100.00
4	Stop Sign	Stop-Park Violation	PG	\$100.00	\$25.00	\$125.00
	No Insurance	Same	DUP	\$0.00	\$0.00	\$0.00
5	Stop Sign	Stop-Park Violation	PG	\$75.00	\$25.00	\$100.00
6	No Insurance	Same	DUP	\$0.00	\$0.00	\$0.00
7	Unlicensed	Same	DUP	\$0.00	\$0.00	\$0.00
8	No Stop Lamps	Same	DUR	\$0.00	\$0.00	\$0.00
9	No Insurance	Same	DUP	\$0.00	\$0.00	\$0.00
	No Distinctive Plate	Same	DUR	\$0.00	\$0.00	\$0.00
10	No Distinctive Plate	Same	DUR	\$0.00	\$0.00	\$0.00
11	No Distinctive Plate	Same	DUR	\$0.00	\$0.00	\$0.00
12	Unregistersd Vehicle	Same	DUP	\$0.00	\$0.00	\$0.00
	No Stop Lamps	Same	DUR	\$0.00	\$0.00	\$0.00
13	No Stop Lamps	Same	DUR	\$0.00	\$0.00	\$0.00
	TOTAL					\$1,018.00
PG =	Pled Guilty					
DIJ =	Dismissed in the Interests of Justice					
DUR =	Dismissed Upon Repair					
DIS =	Dismissed in Satisfaction					
DEF =	Defective Ticket					
DUP =	Dismissed Upon Production					

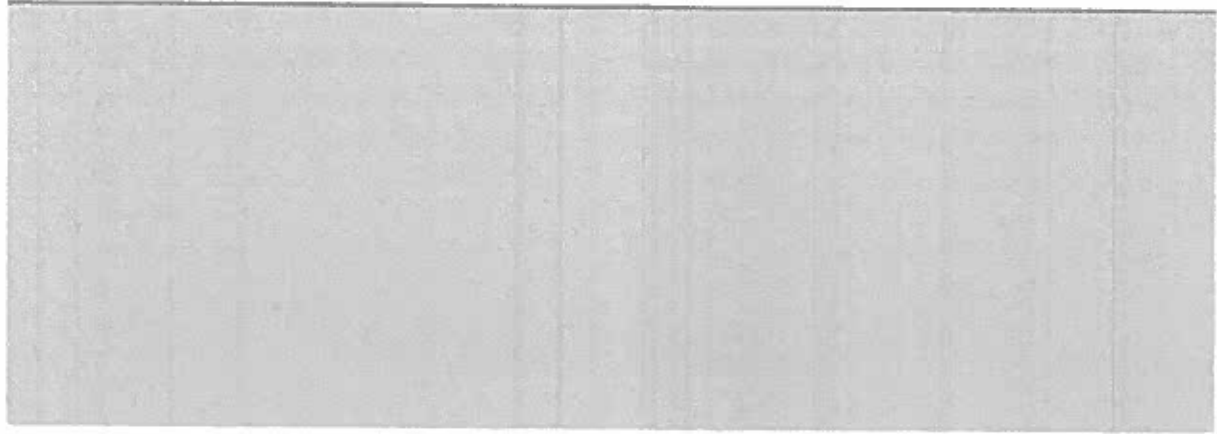
**Village of Manorhaven
Building Department and Code
Enforcement Report**

May 2022

Code Enforcement Report	
Complaints Received:	10
Complaints Investigated:	10
Parking Summonses:	104
Code Summonses:	20
Orders To Remedy:	21
Stop Work Order:	1
Rental Registration Report	
New Rental Registrations:	36
Inspected/Approved:	45
Inspected/Disapproved:	27
Permit Applications Received	
Total Received:	10
Building Applications:	5
Gas & Water Applications:	3
Plumbing Applications:	1
Demolition Applications:	0
Sign Permits:	1
Tree Permits:	0
Permits Issued	
Total Permits Issued:	10
Building Permits:	5
Gas & Water Permits:	3
Plumbing Permits:	1
Demolition Permits:	0
Sign Permits:	1
Tree Permits:	0



Certificates Issued	
Certificate of Occupancy:	0
Certificate of Approvals:	0
Certificate of Compliance:	1
Notices of Disapproval:	3



VILLAGE OF MANORHAVEN
BOARD OF TRUSTEES
MAY 25, 2022 – 6:30 P.M.
MINUTES
PUBLIC HEARING

CALL TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Lead by Daniel Garcia.

ATTENDANCE: Mayor Jim Avena – present, Deputy Mayor Rita Di Lucia – present, Trustee Harry Farina – present, Trustee John Popeleski – present, Trustee Vincent Costa – present, Joanie Corbo Hanna, Esq., Village Clerk-Treasurer – via ZOOM, Alex Kovacevic, Deputy Village Clerk – present, Jonathan Fielding, Esq., Village Attorney – present.

LOCAL LAW:

A continuation of the public hearing on proposed Local Law 1 of 2022 (A Local Law Amending Chapter 132 (“Streets and Sidewalks”)) was duly noticed. Mayor Avena asked for a motion to continue this public hearing at the regular meeting of the Board in June. Trustee Costa made this motion, which was duly seconded by Trustee Popeleski and passed unanimously.

The Board then proceeded to the regular meeting.

REPORTS:

- Justice Court
- Building Department
- Police Department

The Board then considered the departmental reports from the Justice Court, Building Department, and Police Department.

Trustee Popeleski made a motion to accept these reports, which was duly seconded by Mayor Avena and passed unanimously.

MINUTES:

Draft Minutes of the April 27th Regular Meeting

The Board then considered the draft minutes of the April 27, 2022 regular meeting. Deputy Mayor Di Lucia made a motion to approve these minutes, which was duly seconded by Trustee Costa and passed unanimously.

ABSTRACT OF CLAIMS:

- General Fund 4/23/2022 through 5/23/2022
- Trust Fund 4/23/2022 through 5/23/2022

The Board considered the abstracts of claims for the general fund and trustee fund for the period from April 23, 2022 through May 23, 2022.

Trustee Popeleski made a motion to accept the General Fund and Trust Fund abstracts with the exceptions of holding the claims of Posillico Civil and Audra Signer. Trustee Costa seconded the motion. The motion carried on the following vote:

Mayor Avena	abstain
Deputy Mayor Di Lucia	abstain
Trustee Farina	aye
Trustee Popeleski	aye
Trustee Costa	aye

RESOLUTIONS:

RESOLUTION NO. 29 - MAY 25, 2022

A RESOLUTION PROVIDING FOR NOTICE OF THE PROPOSED REMOVAL OF TWO STREET TREES PURSUANT TO SECTION 143-7(B) OF THE VILLAGE CODE

WHEREAS, the Inc. Village of Manorhaven has received a tree removal permit application from Beachaven Apartments, Inc. with respect to four trees located at the property known as 165 Manorhaven Boulevard within the Village (the “Premises”), including two trees located between the street and sidewalk thereof (the “Street Trees”); and

WHEREAS, section 143-7(B) of the Code of the Inc. Village of Manorhaven requires that interested members of the public be given notice of such public meeting at which the Board of Trustees will discuss said application;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the Code, the applicant shall notify all owners of residential property located within 100 feet of either side of the Premises by certified mail, return receipt requested and shall conspicuously post written notice on said Street Trees as required therein, stating that the Board of Trustees shall consider this application at its meeting at the Village Hall, 33 Manorhaven Blvd., Port Washington, NY 11050 on Wednesday, June , 2022 at 6:30 p.m.; and

BE IT FURTHER RESOLVED, that the provisions of this resolution shall take effect immediately.

Deputy Mayor Di Lucia made a motion to accept the resolution, which was duly seconded by Mayor Avena and passed unanimously.

RESOLUTION NO. 30 - MAY 25, 2022
A RESOLUTION MAKING A DETERMINATION
UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

WHEREAS, the Inc. Village of Manorhaven in consultation with the Village Engineer, Cameron Engineering Associates, LLP, is undertaking a certain project known as the Sanitary Pump Station Emergency Generator replacement project; and

WHEREAS, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act (SEQRA) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law;

NOW, THEREFORE, BE IT RESOLVED that the Incorporated Village of Manorhaven hereby determines that the proposed emergency generator replacement project is a Type II action in accordance with 6 NYCRR Section 617.5 as it involves the replacement of the existing generator at the Village Pump Station on Sintsink Drive. A new 200KW diesel fuel generator is proposed outside on an elevated platform above the 100-year flood elevation. An emergency eye wash station and heating unit, and emergency lighting will also be provided.

BE IT FURTHER RESOLVED THAT this action has been determined not to have a significant impact on the environment and is not subject to further review under SEQRA.

Trustee Popeleski made a motion to accept the resolution, which was duly seconded by Trustee Farina and passed unanimously.

RESOLUTION NO. 31 - MAY 25, 2022
A RESOLUTION AUTHORIZING A CHANGE IN WAGE RATE
FOR A PART-TIME EMPLOYEE

WHEREAS, Michael DiNapoli is employed by the Village on a part-time basis as a Part-Time Recreational Assistant, and currently receives an hourly wage of \$14 per hour;

NOW, THEREFORE, BE IT RESOLVED that Mr. DiNapoli's wage rate be increased to \$15 per hour; and

BE IT FURTHER RESOLVED, that the provisions of this resolution shall take effect immediately.

Deputy Mayor Di Lucia made a motion to accept the resolution, which was duly seconded by Trustee Popeleski and passed unanimously.

PUBLIC COMMENT:

Public comment was offered by:

Allison Dawes – Stated that individuals have been witnessed loitering in front of the deli across from the Manorhaven Town Park.

Daniel Garcia – Feels that personnel matters within the Village should be discussed via executive session.

John Popeleski – Questioned payment circumstances for the Village Clerk and spoke of matters pertaining to the Building Superintendent position.

Jaqueline Gordon – Asked if there is a plan to get every road paved.

Richard Lee – Asked about recent and potential paving work. Also questioned certain matters pertaining to the Village Clerk.

Charlie Shah – Asked if parking revisions could be implemented on Dunes Lane.

Vincent Costa – Noted that fire hydrant locations are set as per code ordinance.

William Beiman – Explained to the Board that there was a resident who worked on automobiles at or around 54 Marwood Road North.

UPCOMING MEETINGS AND EVENTS:

Monday, May 30th Memorial Day – Village Office Closed

Tuesday, June 14th Flag Day

Tuesday, June 21st Village Election – Village Hall closed for normal business.

ADJOURNMENT:

Deputy Mayor Di Lucia made a motion to adjourn the meeting at 7:30 p.m., which was duly seconded by Trustee Popeleski and passed unanimously.

Manorhaven, NY

Joanie Corbo Hanna., Village Clerk-Treasurer

June 29, 2022

**Village of Manorhaven
Abstract of Claims
As of June 29, 2022**

Date	Num	Name	Paid Amount
A020001 - CHASE - GENERAL FUND			
05/24/2022	11824	PETTY CASH CUSTODIAN	-241.35
06/02/2022	11825	C & G INSPECTION SERVICE...	-3,076.54
06/02/2022	11826	CARDMEMBER SERVICE-CH...	-1,694.14
06/02/2022	11827	GARDEN PLUS DESIGNS	-1,200.00
06/02/2022	11828	STRATEGIC planning & comm...	-900.00
06/02/2022	11829	VERIZON	-164.80
06/09/2022	11830	Building Inspectors Assoc. of N...	-85.00
06/10/2022	11831	State of New York Dept. of Civil...	-11,075.98
06/14/2022	11832	C & G INSPECTION SERVICE...	-2,857.24
06/14/2022	11833	WEX BANK-SHELL FLEET PL...	-910.27
06/15/2022	11834	STRATEGIC planning & comm...	-600.00
06/20/2022	11835	Angela Smith	-175.00
06/20/2022	11836	MICHELLE FERGUSON	-225.00
06/20/2022	11837	Peter Sardinha	-175.00
06/20/2022	11838	Renee Laffer	-175.00
06/20/2022	11839	RYAN FERGUSON	-175.00
06/20/2022	11840	YVONNE CALABRESE	-175.00
06/21/2022	11841	Michael DiConza	-175.00
06/29/2022	11842	Alper's Hardware	-1,523.75
06/29/2022	11843	ANDREW LEVENBAUM	-3,741.60
06/29/2022	11844	Anker's Electric Service, Inc.	-1,190.00
06/29/2022	11845	Anton Community Newspapers	-473.20
06/29/2022	11846	BAY AGGREGATES CORP.	-809.00
06/29/2022	11847	BAYLES GARDEN CENTER & ...	-400.45
06/29/2022	11848	BEE, READY, FISHBEIN, HAT...	-1,937.50
06/29/2022	11849	BRIAN MEYERSON	-930.00
06/29/2022	11850	C & G INSPECTION SERVICE...	-2,857.24
06/29/2022	11851	Cameron Engineering & Associ...	-11,575.00
06/29/2022	11852	CAPITAL ONE TRADE CREDIT	-1,961.86
06/29/2022	11853	Charles Schwab - PWFD Servi...	-39,054.00
06/29/2022	11854	CHESTER'S HIGHWAY GARA...	-450.00
06/29/2022	11855	CHRISTIAN S. ALFAYA	-500.00
06/29/2022	11856	CSEA EMPLOYEES BENEFIT ...	-4,454.12
06/29/2022	11857	D & B Engineers and Architects...	-1,396.11
06/29/2022	11858	DEBBIE KOSSOFF	-535.00
06/29/2022	11859	DEJANA INDUSTRIES, INC	-64,759.58
06/29/2022	11860	DWIGHT KENNEDY	-465.00
06/29/2022	11861	Electronic Measurement Labs, I...	-139.29
06/29/2022	11862	FUNDAMENTAL BUSINESS S...	-1,641.00
06/29/2022	11863	GENERAL CODE PUBLISHER...	-1,054.50
06/29/2022	11864	GLOBAL COMMERCIAL CLEA...	-220.00
06/29/2022	11865	HARRIS COMPUTER SYSTEMS	-2,543.05
06/29/2022	11866	HAVEN AUTO REPAIR INC.	-142.00
06/29/2022	11867	Hummingbird Web Design	-300.00
06/29/2022	11868	Iron Mountain	-381.71
06/29/2022	11869	JENNIFER WILSON-PINES	-150.00
06/29/2022	11870	JERRY DEVINE	-550.00
06/29/2022	11871	JERRY VOLPE	-100.00
06/29/2022	11872	JOCELYN CRUZ	-340.00
06/29/2022	11873	JOHN DILEO	-100.00
06/29/2022	11874	JONATHAN P. FIELDING	-7,000.00
06/29/2022	11875	Joseph Zimbardi	-100.00
06/29/2022	11876	Leventhal, Mullaney & Blinkoff	-6,356.25
06/29/2022	11877	Leventhal, Curcio, Mullaney & B...	-465.00
06/29/2022	11878	MASTERS EXTERMINATING ...	-65.00
06/29/2022	11879	MINUTEMAN PRESS OF POR...	-1,701.69
06/29/2022	11880	MINUTEMAN PRESS OR FAM...	-292.51
06/29/2022	11881	NAPA Auto Parts	-297.88
06/29/2022	11882	Nassau County Board of Electi...	-1,065.00
06/29/2022	11883	NEWSDAY MEDIA GROUP	-1,948.00
06/29/2022	11884	Northeast SWEEPERS	-6,044.51
06/29/2022	11885	OFFICE OF THE STATE COM...	-944.00
06/29/2022	11886	OFFSHORE DIESEL SERVICES	-520.00
06/29/2022	11887	PLANT FOR THE HUNGRY	-100.00
06/29/2022	11888	PORT WASHINGTON WATER...	-71,678.00
06/29/2022	11889	PUBLIC EMPLOYMENT RISK ...	-35,665.00
06/29/2022	11890	Relay Communications	-46.65

**Village of Manorhaven
Abstract of Claims
As of June 29, 2022**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Paid Amount</u>
06/29/2022	11891	Robert Kordic	-1,906.25
06/29/2022	11892	RONIE SHATZKAMER	-500.00
06/29/2022	11893	SANTANDER BANK, N.A.	-3,544.64
06/29/2022	11894	SORENSEN LUMBER INC.	-167.50
06/29/2022	11895	SOUNDVIEW HARDWARE	-261.31
06/29/2022	11896	STANDARD SECURITY LIFE	-56.70
06/29/2022	11897	STRATEGIC planning & comm...	-512.60
06/29/2022	11898	THE ARCHIVE	-30.00
06/29/2022	11899	TOP KEY COURT REPORTIN...	-807.00
06/29/2022	11900	TOWN OF NO. HEMPSTEAD...	-810.24
06/29/2022	11901	TRUE DIGITAL SECURITY	-1,957.50
06/29/2022	11902	US FLEET TRACKING	-149.75
06/29/2022	11903	Verizon New York, Inc.	-97.33
06/29/2022	11904	Wells Fargo Leasing	-255.74
06/29/2022	11905	Willis Paint Place	-83.88
Total A020001 - CHASE - GENERAL FUND			-316,185.21
TOTAL			-316,185.21

4:20 PM

06/28/22

Accrual Basis

INC VILLAGE OF MANORHAVEN TRUST & AGENCY

Abstract Claims Report

As of June 29, 2022

Type	Date	Num	Name	Amount
T020001 - CHASE				
Total T020001 - CHASE				
TOTAL				



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900
1411 Broadway, Suite 610 New York, NY 10018 (212) 324-4000
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of  

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Jijina, P.E., AICP CEP
Nicholas A. Kumbatovic, P.E.
Michael J. Hults, P.E.
Andrew L. Narus, P.E., CCM

Associate Partners
Richard J. Zapolski, Jr., P.E.
Stephen Hadjiyane, P.E., BCEE

Senior Associates
Glenn DeSimone, P.E., CPE
Michael A. De Giglio, R.L.A.

Associate
Sarah Oral, P.E.

May 24, 2022

Mr. Alex Kovacevic
Deputy Village Clerk
Village of Manorhaven
33 Manorhaven Boulevard
Port Washington, NY 11050

Re: Slope Failure/Erosion
Northerly Village Shared Boundary with Village of Sands Point
Proposal for Engineering Services/Remedial Plan
CP9343/CE2724

Dear Mr. Kovacevic:

Cameron Engineering & Associates, LLP (Cameron Engineering) is pleased to provide this Proposal for Engineering Services associated with developing a remedial plan for the slope failure at the Village's northern shared boundary with the Village of Sands Point that experienced significant erosion and slope failure during Tropical Storm Ida in September 2021. The following sections describe the project, the proposed scope of work and the engineering fee associated with the work effort.

I. PROJECT DESCRIPTION

In September 2021 Tropical System Ida brought heavy rain and wind to the Nassau County, New York area. The Village's northern shared boundary with the Village of Sands Point experienced significant soil erosion and slope failures. Historical rainfall data reported a total of 6-9 inches of rainfall was encountered on the Port Washington Peninsula at the time of the tropical storm event.

Northerly Terminus of Graywood Road

At Graywood Road the slope failure was experienced north of the home located at 98 Graywood Road at the top of the slope. Eroded soils were carried to the base of the slope onto the properties down gradient. At the top of the slope, the failure's eroded width is approximately 25-30 feet. The fissures left behind from the slope failure are unprotected, and unsafe. The unstable slopes in some locations are almost vertical cuts in the landscape. The failure substantially damaged two properties located at 98 and 97 Graywood Road. The slope failure also affected the property located at 28 Barkers Point Road in the Village of Sands Point with a portion of the rear yard lawn and landscaping undermined by the slope failure.

"Celebrating Over 35 Years of Excellence in Planning and Engineering"

www.cameronengineering.com

Northerly Terminus of Inwood Road

The slope failure was experienced north of the home located at 84 Inwood Road at the top of the slope and eroded soils were carried to the base of the slope onto the property down gradient. At the top of the slope the failure eroded width is approximately 15-20 feet and is through the bottom of the slope. This new gully is approximately 3-4 feet in depth. A crib retaining wall approximately 3-feet in height at the base of the slope in the side yard of 84 Inwood was damaged by the soil movement during the slope failure. A second failure is located north of the home 81 Inwood Road and appears to have started at the top of the slope. The failure has damaged the downslope property at 81 Inwood Road. Approximately 3-5-feet of accumulated eroded soil was reportedly in the side and front yards of the property. The slope failure also affected the property located at 34 Barkers Point Road in the Village of Sands Point with a portion of the rear yard lawn and landscaping undermined by the slope failure. In the rear yard of the above-mentioned property an old existing crib wall appears to have been buried into the slope.

Cameron Engineering proposes the following engineering tasks to develop a remedial action plan to address the unsafe slope failure conditions.

II. SCOPE OF SERVICES

In accordance with the above Project Description, the following scope of services is proposed:

A. Remedial Plan

1. A comprehensive review of the existing drainage systems and stormwater management of the properties. Items to be reviewed include the locations of low points within the landscape, storm water collection systems and drainage tributary areas on each property. The stormwater storage capacity and the direction of overland flows will also be investigated. Additional item included in this phase would be to investigate and evaluate possible alternate stormwater overflow locations that are not tributary to the impacted slopes.

Note: This task will require the cooperation from the property owners located in the top of the slope in the Village of Sands Point.

2. A geotechnical investigation and site reconnaissance of the slopes and failure points to determine causes of slope failures.
3. Develop cross sections of the slope based on a site survey.
4. Develop a conceptual plan and cross sections for stabilizing the slope and the recommended remedial measures.
5. Develop conceptual landscape restoration plans to remediate the bare/unprotected slopes.
6. Develop preliminary cost estimate for remedial alternatives.
7. A report will be prepared summarizing our finding and recommended remedial measures. Preliminary cost estimate will be provided. The geotechnical, permitting and regulatory issues will also be defined.

8. Topographic/Utility Survey

A topographic survey will be performed by a licensed surveyor. Utility location of underground utilities will be to Quality Level C. CEA will assist with coordinating and overseeing this work.

B. Specialty Services

The following specialty services are anticipated for the project. These services will be provided through specialized subconsultants. Cameron Engineering will solicit cost proposals for the work and will pass the cost directly through to the Village.

1. A geotechnical investigation to determine the soil conditions, causes of the slope failure and slope stabilization measures.
2. A site survey of the slope to determine the profile, grade and elevations, utilities including property lines, easements and public & private rights of ways.

III. ADDITIONAL SERVICES

With authorization, any of the following tasks can be performed:

- A. Prepare detailed design for construction of the recommended remedial measures.
- B. Soil Borings for the geotechnical investigation, if required. Based on our observation this may not be necessary at this time. Our understanding that the cause of the eroded conditions is surface runoff, and we anticipate that the remedial work will not include any major structures that might add weight to the slope. If necessary, test borings will be recommended as part of the final design services, after the remedial alternative is identified and recommended.
- C. Coordination with regulatory agencies and Village of Sands Point access and permitting requirements.

CAMERON ENGINEERING

Mr. Alex Kovacevic, Village of Manorhaven
Proposal for Slope Failure/Erosion for Village of Manorhaven (cp9343)

May 24, 2022
Page 4 of 5

IV. FEES AND PAYMENTS

- A. The Engineering Fee for the Project Description and Scope of Services Section would be the lump sum as follows:

Task	Fee
Site/Stormwater /Geotechnical Investigation	\$55,000
Survey/Utility Mark outs	\$21,000
Remedial Report/Cost Estimates	\$8000
Total	\$84,000

- B. For Additional Services as described in Section III, the Engineering Fee will be performed on either an agreed-upon lump sum or on an hourly rate basis.
- C. Reimbursable expenses are in addition to the fee for Professional Services. Items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$500 for reimbursable expenses.
- D. Permitting, expediting, filing and filing fees shall be the responsibility of the owner. Site safety, supervision, direction, and construction means and methods, and techniques shall be the sole responsibility of the Contractors.
- E. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:
1. Lump Sum Basis: Percent of Completion
 2. Time Card Basis: Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- F. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Payment is due within 30 days of invoicing. Accounts must be up-to-date prior to submission of documents, signing of forms, etc. Should payment not be received timely, we reserve the right to suspend work until paid.

CAMERON ENGINEERING

Mr. Alex Kovacevic, Village of Manorhaven
Proposal for Slope Failure Erosion for Village of Manorhaven (cp9343)

May 24, 2022
Page 5 of 5

V. CONTRACT AUTHORIZATION

This letter represents the entire Proposal. In order to initiate this contract, please authorize this Proposal in the space provided and return one copy with an original signature to Cameron Engineering & Associates, LLP for our records.

We thank you for requesting this Proposal and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to call me at (516) 224-5201.

Very truly yours,



Stephen Hadjiyane, P.E. BCEE
Associate Partner

Signed and Agreed for: Village of Manorhaven

BY (OFFICER): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

SH/cmc

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the “Agreement”) dated as of the date this Agreement is executed by the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the “Town”), a municipal corporation duly organized and validly existing under the laws of the State of New York (the “State”), with offices located at 220 Plandome Road, Manhasset, New York 11030 and **THE INCORPORATED VILLAGE OF MANORHAVEN** (the “Village”), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 33 Manorhaven Boulevard, Manorhaven, New York 11050 (the Town and the Village are hereinafter referred to, jointly, as the “Parties”, and individually, as a “Party”).

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Town owns certain real property known as Manorhaven Beach Park, known and designated on the Nassau County Land and Tax Map as Section 4, Block H, Lot 121 (the “Premises”); and

WHEREAS, Manorhaven Boulevard is a Nassau County Roadway located within the Village and Nassau County is undertaking Streetscape Improvements to Manorhaven Boulevard (the “Project”); and

WHEREAS, the Project includes the construction of parklets and the erection of a monument abutting the Premises; and

WHEREAS, in accordance with Village Code, the Town currently maintains the sidewalks on Manorhaven Boulevard abutting the Premises; and

WHEREAS, the Village desires to assume the responsibility of maintaining the sidewalks on Manorhaven Boulevard abutting the Premises, the parklets abutting the Premises and the monument abutting the Premises (the “Maintenance Area”); and

WHEREAS, pursuant to Resolution No. ___-2022, duly adopted on ____, 2022, the Town Board authorized the execution of an intermunicipal agreement with the Village to permit the activities stated in this Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

1. Maintenance of Sidewalks, Parklets and Monuments.

(a) The Village agrees that it will assume the responsibility of repairing, replacing, and maintaining all sidewalks abutting the Premises using the same methods and practices as it uses in repairing, replacing, and maintaining all Village sidewalks. The Town shall not be responsible for any repair, replacement or maintenance activities of the sidewalks abutting the Premises.

(b) The Village agrees that it will assume the responsibility of repairing and maintaining all parklets abutting the Premises, including but not limited to any vegetation, trees, benches, and garbage receptacles, using the same methods and practices as it uses in repairing and maintaining all Village parklets. The Town shall not be responsible for any repair or maintenance activities of the parklets abutting the Premises.

(c) The Village agrees that it will assume the responsibility of repairing and maintaining all monuments abutting the Premises using the same methods and practices as it uses in repairing and maintaining all Village monuments. The Town shall not be responsible for any repair or maintenance activities of monuments abutting the Premises.

2. Village's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

(a) To the fullest extent permitted by law, the Village:

(i) shall be solely responsible for and shall indemnify and hold harmless the Town, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses attributable to acts or omissions of the Village and the Village's Agents, arising out of or in connection with this Agreement, including Losses incurred in connection with any investigation, litigation or other proceeding, or preparing a defense to or prosecuting the same; except, however, that the Village shall not be held liable when an occurrence results solely from the negligence of the Town;

(ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Village's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties and which arise out of the negligent performance of the Village, or its subcontractors, in connection with this Agreement, and the Village shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith; and

(iii) shall, and shall cause the Village's Agents, to cooperate with the Town in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.

- (b) The obligations of the Village pursuant to Section 3(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.
- (c) Nothing in this Section 2 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Village beyond that which legally exist regardless of the provisions of this Agreement; and
- (d) The Village's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

3. Insurance.

The Villages agree to procure and maintain, with a carrier holding an "A" rating from AM Best Company or its equivalent, the following insurance policies during the term of this Agreement and furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder:

- (a) Commercial General Liability insurance covering the liability of the Village, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The Town of North Hempstead and all appointed and elected officials, employees and volunteers shall be named as additional insured on said policy on a primary and non-contributory basis with waiver of subrogation in favor of the additional insured;
- (b) Workers' Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2).
- (c) Disability Benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 (8).

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

4. Notices.

Any notices required by this Agreement shall be sent by certified mail, return receipt requested; shall be deemed given when placed in the custody of an employee of the United States Postal Service; and be addressed to the appropriate party as follows:

if mailed to the Village, to:

Hon. Jim Avena
Mayor
Incorporated Village of Manorhaven
33 Manorhaven Boulevard
Port Washington, New York 11050

with copies to:

Jonathan Fielding, Esq.
Village Attorney
33 Manorhaven Boulevard
Port Washington, New York 11050

if mailed to the Town, to:

Hon. Jennifer S. DeSena
Town Supervisor
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

with copies to:

John B. Chiara, Esq.
Town Attorney
Town of North Hemp
220 Plandome Road
Manhasset, New York 11030

5. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

6. Legal Provisions Deemed Included.

Each and every provision of any law and clause required by law to be inserted shall be deemed to be inserted herein, and the contract shall be read and enforced as though included herein, and if through mistake or otherwise, any such provision is not inserted, then, upon the application of either party, the contract shall forthwith be amended to make such insertion.

7. Severability.

If, for any reason, any terms or provisions of this Agreement shall become or be declared void, illegal and of no effect or superseded by any modification or amendment, all the remaining terms and provisions of this Agreement shall continue in full force and effect.

8. Executory Clause.

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (ii) this Agreement has been executed by the Town Supervisor.

(b) Availability of Funds. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

9. Representation on Authority of Parties/Signatories.

(a) The undersigned representative of the Town hereby represents and warrants that the undersigned is an officer, director or agent of the Town with full legal rights, power and authority to sign this Agreement on behalf of the Town and to bind the Town with respect to the obligations enforceable against the Town in accordance with its terms.

(b) The undersigned representative of the Village hereby represents and warrants that the undersigned is an officer, director or agent of the Village with full legal rights, power and authority to sign this Agreement on behalf of the Village and to bind the Village with respect to the obligations enforceable against the Village in accordance with its terms.

10. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____
Jennifer S. DeSena, Supervisor

INCORPORATED VILLAGE OF MANORHAVEN

By: _____
Jim Avena, Mayor

APPROVED AS TO FORM:

Town Attorney's Office

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Jennifer S. DeSena**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Jim Avena**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public